

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

FELISHA L. LASHLEY,

Plaintiff,

vs.

HORACE MANN TEACHERS
INSURANCE, INC.,

Defendant.

Case No. 3:12-cv-00197-RRB

**ORDER GRANTING MOTION FOR
PARTIAL SUMMARY JUDGMENT**

Before the Court is Defendant Teachers Insurance Company with a Motion for Partial Summary Judgment Re No Duty to Arbitrate and Advance Pay at **Docket 17**. Plaintiff Lashley concedes the advance pay issue but opposes the arbitration issue in her Opposition at Docket 29. Defendant's Reply is filed at Docket 30.

A review of the insurance policy in question shows it to be clear and unambiguous on the issue of arbitration. Under the terms of this policy arbitration is a vehicle for resolving a dispute between the insurer and the insured if both parties agree to pursue it. Arbitration is not required of either party. No reasonable reading of the relevant language would suggest otherwise. Nor was the arbitration provision intended to replace the right of either

party to a jury trial if they so desired. The right to a jury trial was clearly spelled out in the policy as well. Furthermore, there is no reason to believe that arbitration would favor one party or the other or that arbitration would necessarily provide a better result for one party or the other.

The Court cannot conclude, as a matter of law, that it would violate the policy language for one party or the other to elect to forgo arbitration and proceed to trial. Nor can the Court find, as a matter of law, that the Defendant's decision to forgo arbitration can be viewed, in and of itself, as evidence of bad faith.

Therefore, for the reasons set forth above, as well as for those reasons set forth by Defendant in its relevant pleadings, the Motion for Partial Summary Judgment Re No Duty to Arbitrate and Advance Pay at **Docket 17** is hereby **GRANTED**.

IT IS SO ORDERED this 12th day of April, 2013.

S/RALPH R. BEISTLINE
UNITED STATES DISTRICT JUDGE